NINTENDO AUTHORIZED REPAIR CENTER℠

AUTHORIZED SERVICER AGREEMENT

This Agreement is between Nintendo of America Inc. ("Nintendo") and the undersigned authorized servicer of Nintendo products ("Authorized Servicer").

RECITALS

A. Authorized Servicer currently operates a service center at the location(s) set forth on the attached Schedule A (the "Location(s)");

B. Nintendo desires to appoint Authorized Servicer to service designated Nintendo® products on the terms and conditions set forth in this Agreement and in accordance with the policies and procedures prescribed by Nintendo;

C. At this time, Authorized Servicer is an authorized servicer for at least five (5) major electronic manufacturers (unless such requirement is otherwise waived by Nintendo); and

D. Authorized Servicer wishes to be appointed as an authorized servicer of Nintendo products at the Location(s);

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. APPOINTMENT. Nintendo appoints Authorized Servicer as a non-exclusive, independent authorized servicer of Nintendo products at the Location(s) and on the terms and conditions set forth below.

2. TERM. The term of this Agreement begins on July 1, 1997 and ends on June 30, 1998 subject to earlier termination as provided herein. Upon mutual written agreement of the parties, this Agreement may be continued for additional one-year terms, subject to the earlier termination provisions set forth herein.

3. MANUALS.

A. Compliance with Manuals. During the term of this Agreement, Authorized Servicer agrees that it will comply with Nintendo's requirements for all its authorized servicers, which requirements may be modified or updated from time to time at Nintendo's sole discretion, whether set forth in the Nintendo Authorized Repair Center Guidelines Manual, the Advertising and Promotion Manual, service bulletins, or other materials originated by Nintendo (collectively the "Manual(s)"). Authorized Servicer hereby acknowledges that, upon receipt of a signed Agreement from Authorized Servicer, Nintendo will immediately provide Authorized Servicer with the most current and applicable Nintendo Authorized Repair Center Guidelines Manual.

B. Integration. Authorized Servicer hereby agrees that the Manuals are deemed to be incorporated by reference into this Agreement and Authorized Servicer agrees to comply with all the terms and conditions set forth in the Manuals as well as any updates or modifications made to the Manuals by Nintendo from time to time. In the event of any dispute as to the contents of the Manuals, the copy maintained by Nintendo governs.

C Ownership of Manuals. Authorized Servicer acknowledges that the Manuals are copyrighted by and are the property of Nintendo, and that Authorized Servicer shall acquire no interest therein other than to use the Manuals during the term of this Agreement. Authorized Servicer agrees not to make any reproductions of the Manuals or any parts without Nintendo's prior written approval.

4. SERVICES TO BE PROVIDED BY AUTHORIZED SERVICER. Authorized Servicer will: (i) provide warranty and non-warranty service for Nintendo products in accordance with the Power Swap℠ service program set forth in the attached Schedule C and in the Manuals; (ii) exchange components designated as non-repairable; (iii) provide exchange hardware units for non-warranty service at the servicer's discretion (in accordance with the limitations set forth in the Manuals; and (iv) provide product testing services to consumers at no charge, all as further described below.

A. Warranty and Non-Warranty Repair and Service. The Authorized Servicer shall provide service for designated Nintendo products that are in warranty at no charge to the consumer and shall be compensated by Nintendo in accordance with the Manuals. Authorized Servicer shall provide service work for designated Nintendo products that are out-of-warranty for a fee set by the Authorized Servicer.

B. Facilities, Personnel and Component Testing. The Authorized Servicer shall provide and maintain adequate facilities and suitably qualified personnel at the Locations for the servicing of Nintendo products, including the inventory and equipment specifically described in the Manuals.

C. Service Parts, Components and Service Equipment. Other than as set forth in the Manuals, the Authorized Servicer agrees not to use or sell the service parts, components, and/or service equipment in any manner except for purposes of fulfilling its obligations under this Agreement.

D. Advertising. The Authorized Servicer is required to promote the availability of the Nintendo Authorized Repair Center to consumers by prominently displaying the availability of the service on signage provided by Nintendo in the start-up kit.

5. PAYMENT TO NINTENDO FOR ORDERS/RETURNS.

A. Purchase Orders. Authorized Servicer shall purchase products from Nintendo by written purchase order addressed to Nintendo and transmitted to Nintendo via fax. Orders shall not be binding upon Nintendo until return acknowledgment is sent by Nintendo to the Authorized Servicer. Current minimum order quantities are shown in the price list. The terms and conditions of sale set forth in Nintendo's Sales Order Form ("Terms and Conditions") shall apply to each order acknowledged by Nintendo. Nintendo reserves the right to revise, alter or amend such Terms and Conditions from time to time and such revised, altered or amended Terms and Conditions shall apply to each order thereafter accepted by Nintendo.

B. Terms of Payment. Orders will be invoiced to the Authorized Servicer's primary office following shipment. Terms of payment for the Authorized Servicer will be NET 30 DAYS from the invoice date upon approval by the Nintendo Credit Department. At Nintendo's election, failure to meet these terms of payment will result in the Authorized Servicer's orders being held, removal from Nintendo's toll-free referral system (if applicable), reimbursement checks being applied to the outstanding balance, and/or termination. Outstanding credits will be applied automatically to unpaid balances, beginning with the oldest outstanding credit first. Authorized Servicers may also elect to apply warranty reimbursement credits to unpaid balances upon prior written notification to the Nintendo Credit Department.

C. Price Changes. Prices are subject to change without notice, but will only affect new orders. Orders that have been received by Nintendo before a price change has been implemented will be invoiced at the original price.

D. Freight Charges. Nintendo will pay all freight charges on outbound parts. All orders shall be shipped F.O.B. (Free On Board) destination by UPS ground unless otherwise requested by Authorized Servicer. If Authorized Servicer requests express shipment, the cost of such express shipment shall be paid by Authorized Servicer.

E. Delayed Deliveries, Allocation. Nintendo shall not be liable for any delay or failure of delivery of products due to causes beyond its reasonable control including, without limitation, supply delays, material shortages or for any delay or failure of delivery caused by fire, weather disasters, strike, civil, or military authority, insurrection or riot, embargoes, car shortages, wrecks, or delay in transportation, or because of any priority, preference or order established by any federal, state

or other governmental authority. In the event Nintendo is unable to fill Authorized Servicer's orders due to shortages of the products, for whatever reason, Authorized Servicer agrees that Nintendo may allocate the products to its authorized servicers at its sole discretion.

F. Nintendo's Reserved Rights. Notwithstanding anything herein to the contrary, Nintendo reserves the right, at its absolute discretion, without incurring any liability to Authorized Servicer, to (i) discontinue or limit production or sale of any products; (ii) terminate or limit deliveries of any products; (iii) alter the design or construction of any products; and (iv) add new and additional products to the Nintendo product lines.

G. **Returns. Service parts and components are returnable, freight prepaid, subject to the following conditions: (i) prior written authorization from Nintendo must be obtained; (ii) a 20% restocking fee will be assessed; and (iii) items must be returned in original factory packaging and must be resalable. Items received but not in this condition will be scrapped by Nintendo at its sole discretion and no credit will be issued. Signage, proprietary service equipment and technical publications may be returned, freight prepaid, subject to the following conditions: (i) prior written authorization from Nintendo must be obtained; and (ii) a minimum 60% restocking fee will be assessed.**

H. Receipt of Defective Components or Service Parts. Defective items shipped by Nintendo and unusable by the Authorized Servicer must be returned to Nintendo for quality inspection. The Authorized Servicer must request a Return Authorization (RA) number from the Nintendo Parts Department prior to returning the defective item(s) to Nintendo. The Authorized Servicer must write the RA number clearly on the outside of the box. The Authorized Servicer will be promptly credited at the net price plus return freight cost for defective items.

I. Financial Information. Authorized Servicer shall, at least annually, and at any other time reasonably requested by Nintendo, provide financial information to Nintendo for evaluation of Authorized Servicer's credit worthiness.

6. CLAIM REIMBURSEMENT BY NINTENDO.

A. Payment of Claims - Warranty Reimbursement. Nintendo will pay the Authorized Servicer for each properly documented and submitted warranty service repair in accordance with the attached Schedule B. Authorized Servicer acknowledges that (i) it has carefully reviewed Schedule B in its entirety, (ii) all representations and warranties set forth in Schedule B are true and accurate, and (iii) all representations and warranties set forth in Schedule B are an important and integral part of this Agreement.

B. Distribution of Warranty Payments. Subject to amounts withheld by Nintendo in accordance with Section 5B, Nintendo will mail reimbursement payments to Authorized Servicer on a monthly basis.

C. No Deduction. THE AUTHORIZED SERVICER SHALL NOT DEDUCT WARRANTY REIMBURSEMENT PAYMENTS FROM ANY NINTENDO INVOICE.

D. Payment of Previously Claimed Service. At its sole discretion, Nintendo may disallow any warranty reimbursement claim submitted for the same service submitted previously.

E. Warranty Claim Form Processing/Disallowed Claims. In processing and submitting warranty claim forms, Authorized Servicer must comply with the procedures set forth in the Manual.

F. Nintendo Service Reports. Nintendo will periodically provide service reports as set forth in the Manual.

G. Field Service Audits. Nintendo reserves the right to conduct audits of the Authorized Servicer's records and facilities without prior notification provided, however, Nintendo shall only be entitled to audit such information relating to the Nintendo portion of the Servicer's business. These audits will be conducted by a Nintendo representative during regular business hours. Audits will focus on the quality and quantity of warranty and non-warranty service as it relates to

(i) technical skills, (ii) equipment, (iii) service parts and component inventories, (iv) familiarity with program policies, and (v) operation of the Nintendo Test Station™ and other service equipment provided by Nintendo.

7. AUTHORIZED SERVICER LIABILITY.

A. Liability Coverage. The Authorized Servicer shall accept full responsibility for consumers' property while under the Authorized Servicer's care. Authorized Servicer shall at all times maintain adequate insurance to cover the risk of loss or damage to consumers' personal property and injury to consumers in an amount NOT LESS THAN $1 MILLION DOLLARS. Nintendo may require Authorized Servicer to submit proof of such insurance.

B. Notice of Legal Action. If the Authorized Servicer receives notice of any demand, claim, suit or legal proceeding relating to any Nintendo product, the Authorized Servicer shall deliver written notice to Nintendo of such demand, claim, suit or legal proceeding as quickly as possible, but in no event later than ten (10) days after the Authorized Servicer's receipt of same. If Nintendo receives notice of any demand, claim, suit or legal proceeding relating to a Nintendo product which was serviced by the Authorized Servicer, Nintendo will deliver written notice to the Authorized Servicer of such demand, claim, suit or legal proceeding as quickly as possible, but in no event later than ten (10) days after Nintendo's receipt of same.

C. Indemnification. Authorized Servicer shall indemnify and hold Nintendo, its parent corporation Nintendo Co., Ltd., and their directors, officers, employees, agents, contractors and representatives harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including legal fees) which are incurred or suffered by Nintendo or any of the aforesaid entities/persons as a result of any violation of this Agreement by Authorized Servicer or any act or omission on the part of Authorized Servicer or any of its agents or employees, and from any and all claims, damages, suits or rights of any person arising from the operation of the Locations or participation in the Nintendo Authorized Repair Center program by or on behalf of Authorized Servicer. The provisions of this indemnity shall survive termination or expiration of this Agreement.

D. Compliance with Laws. The Authorized Servicer shall comply with all applicable federal, state and local laws, including, but not limited to, securing proper business licenses and/or permits.

8. TECHNICAL STANDARDS OF AUTHORIZED SERVICER. Any technician of Authorized Servicer who services Nintendo products must possess the following:

A. Nintendo Certification: Certification following successful completion of Nintendo's Technical Exam; and

B. Administration Skills: The Nintendo technician or other designated service center personnel must possess administrative ability and experience to monitor parts supplies, arrange orders as necessary, and file claim forms. Any Authorized Servicer allowing a technician who does not meet the above criteria to service Nintendo products will be subject to termination. If Authorized Servicer does not have a Nintendo-certified technician on its staff, Nintendo reserves the right to require a technician to complete an applicable training course within ninety (90) days.

9. TRADEMARK REQUIREMENTS. During the term of this Agreement, Authorized Servicer shall be entitled to use certain trademarks and service marks designated by Nintendo from time to time (collectively, the "Trademarks"), including the service mark "Nintendo Authorized Repair Center℠", all of which Trademarks are owned by Nintendo. With respect to its use of Trademarks, Authorized Servicer acknowledges, covenants and agrees as follows:

A. Authorized Servicer acknowledges that Nintendo is the exclusive owner of the Trademarks and that all goodwill deriving from the use thereof shall enure to the benefit of Nintendo. Authorized Servicer shall not, during the term of this Agreement or thereafter, dispute or contest the validity or enforceability of the Trademarks or attempt to dilute the goodwill attaching to the ownership thereof by Nintendo, nor counsel, procure or assist anyone else to do so;

B. Authorized Servicer shall use the Trademarks only for purposes of fulfilling its obligations under this Agreement;

C. Authorized Servicer shall comply with all directives and requirements pertaining to the use and display of the Trademarks as may be prescribed by Nintendo, including, without limitation, use of the Trademarks on written material;

D. Authorized Servicer shall not use the Trademarks to perform any activity or incur any obligation or indebtedness in such a manner as could reasonably result in making Nintendo liable therefor; and

E. Authorized Servicer will not use any of the Trademarks in or as part of its corporate or business name or as the trade name of any business entity operating the Nintendo Authorized Repair Center(s) at the Location(s).

10. **ASSIGNMENT. This Agreement is personal to Authorized Servicer and may not be sold, assigned, delegated, sublicensed or otherwise transferred or encumbered, including by operation of law or by the sale or transfer of more than fifty percent (50%) of the stock, assets or ownership interest or control of Authorized Servicer, without the prior written consent of Nintendo.**

11. DEFAULT. Authorized Servicer shall be deemed to be in default under this Agreement and Nintendo may immediately terminate this Agreement and all rights granted hereunder by giving notice of termination to Authorized Servicer upon the occurrence of any of the following events: (i) if Authorized Servicer shall default in the performance of any obligation contained in this Agreement or in any of the documents incorporated by reference herein, and shall fail to correct such default within five (5) days after receipt of prior written notice from Nintendo; (ii) if Authorized Servicer assigns or attempts to assign this Agreement or any interest herein contrary to Section 10 hereof; (iii) if Authorized Servicer: a) makes an assignment for the benefit of creditors; b) becomes insolvent; c) files a voluntary petition for bankruptcy; d) acquiesces to any involuntary bankruptcy petition; e) is adjudicated as a bankrupt; or f) ceases to do business; or (iv) if the lease for any of the Locations shall be terminated as a result of Authorized Servicer's default thereunder.

12. TERMINATION.

A. Termination for Convenience. Either party to this Agreement may, at any time, at its sole option, for convenience and without cause, terminate this Agreement upon thirty (30) days' prior written notice to the other party, whereupon this Agreement shall automatically terminate at the end of such thirty (30) day period. Each party further agrees that termination of Authorized Servicer's appointment pursuant to this paragraph shall not constitute bad faith on the part of the terminating party. The parties expressly waive any claim for punitive, exemplary or increased damages resulting from any breach of any implied covenant of good faith and fair dealing arising hereunder and further acknowledge and agree that this waiver constitutes a material inducement for each party to enter into this Agreement. Neither Nintendo nor Authorized Servicer shall be liable to the other because of such expiration or termination for increased, punitive or exemplary damages of any kind or for consequential damages of any kind.

B. Authorized Servicer's Obligations upon termination. Upon termination or expiration of this Agreement, all rights granted to Authorized Servicer hereunder shall immediately cease, and Authorized Servicer shall: (i) immediately cease to operate as an authorized servicer for both warranty and non-warranty service of Nintendo products in all of the Locations and shall not thereafter represent to the public that it is an Authorized Servicer or that it is in any way authorized to service Nintendo products; (ii) notify Nintendo of all Nintendo consumer repairs pending and Nintendo shall have the right to take over the servicing of all such items; (iii) immediately cease all use of the Trademarks. Without limitation, Authorized Servicer will cease usage of all signage, display materials or other articles which display the Trademarks or are associated with a Nintendo Authorized Repair Center; (iv) immediately pay all sums then owing to Nintendo; and (v) immediately return to Nintendo all signage, equipment, manuals, parts and components originally purchased from Nintendo, freight prepaid.

C. Reimbursement. Nintendo will refund the original purchase price of service parts and components to

Authorized Servicer, subject to a 20% restocking fee and Nintendo will refund the original purchase price of signage, proprietary service equipment and technical publications to Authorized Servicer, subject to a minimum 60% restocking fee. Nintendo shall further be entitled to offset and deduct from any payment to Authorized Servicer any amounts then owed by Authorized Servicer to Nintendo. A Return Authorization number will be issued by the Nintendo Parts Department upon termination and should be clearly written on the outside of each box being returned to ensure proper credit. All items must be packaged securely to prevent damage in transit so that such items are returned to Nintendo in their original condition. Items returned to Nintendo by Authorized Servicer that are not in their original condition shall not be subject to reimbursement by Nintendo. **Legal action may be initiated against any Authorized Servicer who fails to return all proprietary equipment and tools within thirty (30) days of the date of termination.**

13. CONFIDENTIALITY. Authorized Servicer acknowledges that all know-how, information and materials provided to it in connection with the operation of a Nintendo Authorized Repair Center including, without limitation, the Manuals, technical information concerning the service of Nintendo products and custom parts for the service of same (collectively, the "Information") are communicated to Authorized Servicer solely on a confidential basis and as trade secrets in which Nintendo has a substantial investment and legitimate right to protect against unauthorized disclosure. Accordingly, Authorized Servicer acknowledges that the Information is the property of Nintendo and agrees to maintain the confidentiality of all such Information during the term of this Agreement and at all times thereafter and shall not disclose or reproduce any of the Information except as herein provided. Authorized Servicer may use the Information only for the purposes described herein and may divulge such Information only to its employees who must have access to it in order to operate the Nintendo Authorized Repair Centers.

14. GOVERNING LAW. This Agreement shall be governed by, subject to and construed under the laws of the State of Washington. Any legal actions prosecuted or instituted by Nintendo or by Authorized Servicer under this Agreement, with respect to any matters arising under or growing out of this Agreement, shall only be brought in a court of competent jurisdiction in King County, State of Washington and each party hereby consents to the jurisdiction and venue of such courts for such purposes.

15. SUGGESTED PRICING. ALTHOUGH NINTENDO MAY SUGGEST RETAIL PRICES FOR PRODUCTS/COMPONENTS AND MAY SUGGEST REPAIR RATES, THE AUTHORIZED SERVICER IS FREE TO DETERMINE ON ITS OWN THE PRICES IT WILL CHARGE FOR THE PRODUCTS/COMPONENTS AND ITS REPAIR RATES.

16. ASSOCIATION. It is understood that the Authorized Servicer is an independent contractor. The parties, by this Agreement, do not intend to create an agent, legal representative, subsidiary, joint venturer, partner, employee, servant or franchise relationship, and nothing in this Agreement shall be construed as creating such a relationship between the parties.

17. COOPERATION OF THE PARTIES. Either of the parties, upon the request of the other, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, instruments, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

18. WAIVER. The waiver by any party of a breach or default of any provision of this Agreement by the other party shall not constitute a waiver by such party of any succeeding breach of the same or other provision; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any such right, power or privilege by such party.

19. NOTICES. Any notice required or permitted to be given and received under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if sent by overnight courier service or facsimile to the party for whom such notice is intended at its address shown above. Any notice delivered as aforesaid shall be deemed to have been received on the following business day.

20. CAPTIONS. The captions contained in this Agreement have been inserted for reference and convenience only and in no way define, limit or describe the scope of this Agreement or the intent of any provision.

21. INTEGRATION. This Agreement, and the documents incorporated by reference herein (including, without limitation, the Manuals) constitute the entire, full and complete Agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter hereof. No representations, warranties, inducements, promises or agreements, oral or otherwise, not embodied herein or attached hereto shall be of any force or effect with reference to this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

22. AMENDMENTS. This Agreement may be amended from time to time as deemed necessary. Such amendment(s) shall be mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below. This Agreement has an effective date of July 1, 1997.

NINTENDO:

NINTENDO OF AMERICA INC.

Peter Junger

Peter Junger
Director, National Field Service

Date 6-25-97

Notice Address: 4820 - 150th Avenue N.E.
Redmond, Washington 98052
Contact Person: Bob Sellers/Lynnette Geltz
Fax: 425-882-3585

AUTHORIZED SERVICER:

A.V. Electronics

Name: Quang Tran

Title: Owner

Date: 6/21/97

Notice Address: 12317 Florida Boulevard
Baton Rouge, LA 70815
Contact Person: Quang Tran
Fax:

SCHEDULE A

Service Center Locations

(Names, Addresses and Telephone Numbers)

AGREEMENT NO. 2-125

A.V. Electronics
12317 Florida Boulevard
Baton Rouge, LA 70815
(504) 273-1639
Service Center No. 2125001

SCHEDULE B
REIMBURSEMENT RATES

Authorized Servicer hereby represents and warrants under law that the reimbursement rates contained in this Schedule B (i) meet its actual and reasonable costs of performing in-warranty service, including cost of labor, parts, reasonable cost of transporting the products or parts and all overhead expenses ("costs"), and (ii) meet its actual and reasonable costs plus a reasonable profit.

Authorized Servicer undertakes and agrees to notify Nintendo at the time of yearly renewals in the event it no longer believes the rates in this Schedule B meet these criteria. In the event of a new product introduction during the term of the Agreement, Authorized Servicer agrees to notify Nintendo if it believes the existing rates in Schedule B do not meet these criteria with respect to such new product.

SCHEDULE B

AUTHORIZED SERVICER WARRANTY REIMBURSEMENT PAYMENT
FOR PRODUCTS MARKETED AND SOLD BY NINTENDO OF AMERICA INC.
EFFECTIVE JULY 1, 1997

Nintendo Component	Component Number	Warranty/Handling Payment	**Warranty Parts Margin	***Parts Subsidy Credit
NES CD (original style)	201	$27.50	25%	$0.00
NES CD (new design)	28812	$27.50	25%	$0.00
GAME BOY (original - gray)	18404	$14.50	25%	$5.00 (front/back half)
GAME BOY (black)	32876	$12.50	$2.50	$0.00
GAME BOY (clear)	32877	$12.50	$2.50	$0.00
GAME BOY (yellow)	32878	$12.50	$2.50	$0.00
GAME BOY (red)	32879	$12.50	$2.50	$0.00
GAME BOY (green)	32880	$12.50	$2.50	$0.00
GAME BOY POCKET (silver)	36124	$12.50	$2.50	$0.00
GAME BOY POCKET (black)	36120	$12.50	$2.50	$0.00
GAME BOY POCKET (clear)	36121	$12.50	$2.50	$0.00
GAME BOY POCKET (yellow)	36125	$12.50	$2.50	$0.00
GAME BOY POCKET (red)	36123	$12.50	$2.50	$0.00
GAME BOY POCKET (green)	36122	$12.50	$2.50	$0.00
*SNES CD (Option 1)	26886	$27.50	25%	$5.00 (PCB)
*SNES CD (Option 2)	32305	$17.50	$4.00	$0.00
N64 CD (Option 1)	34299	$27.50	25%	$0.00
N64 CD (Option 2)	35992	$17.50	$8.75	$0.00

* See Schedule C for applicable options.
** Parts margin is paid on the Authorized Servicer net cost of the part (part cost minus core credit).
*** Nintendo shall issue to Authorized Servicer a purchase account credit for those parts indicated above. Parts account credits do not apply to any parts orders other than specifically Nintendo part numbers 27213, 27214, 23700 & 27211. This credit will be applied to Authorized Servicer's outstanding future invoices. Any unused credits, upon termination of this Agreement, will be forfeited.

SCHEDULE C
POWER SWAP℠ SERVICE PROGRAM

The Authorized Servicer must choose to participate in one of two different Power Swap service plans. These plans affect the method in which service is performed on the NES Control Deck, Super NES Control Deck, Game Boy, and Nintendo 64. Each plan has different reimbursement rates (see schedule B). The level of technical expertise required, and time spent per component, will vary between each plan. A summary of both plans is listed below along with check boxes in which the Authorized Servicer must indicate a preference. Only one check box may be marked. This contract will not be considered valid unless one check box is marked with a confirmation signature below. The Authorized Servicer will be contractually obligated to the below selection until the expiration of this Agreement.

☒ **OPTION 1**

Authorized Servicers participating in **Option 1** will be authorized to perform minor repairs to the Super NES, NES, Game Boy, and Nintendo 64 using only the replacement of factory parts sold by Nintendo. For hardware with defective ICs, or parts no longer sold, the Authorized Servicer is authorized to perform a CPU-PCB exchange in accordance with the procedures outlined in the Nintendo Authorized Repair Center Guidelines Manual. Reimbursement for this program is listed on Schedule B of this Agreement.

☐ **OPTION 2**

Authorized Servicers participating in **Option 2** will be authorized to perform Control Deck replacement only for Super NES and Nintendo 64. NES and Game Boy system are serviced in the same manner as Option 1. No internal or cosmetic parts for the Super NES Control Deck will be made available for purchase by the Authorized Servicer. Reimbursement for this program is listed on Schedule B of this Agreement.

Confirmation signature:

By: Quang Tran

Title Owner

Date: 6/24/07